637

SUPREME COURT OF THE UNITED STATES.

No. 72.

CHARLES McKNIGHT, APPELLANT,

VS.

LAWRENCE B. TAYLOR, TRUSTEE, &c.

ON APPEAL FROM THE CIRCUIT COURT U. S. FOR ALEXANDRIA, D. C.

INDEX.

	Original.	Print.
Appeal Bond,		3
Title,	1	4
Bill,	1	4
Deed of Trust, McKnight to Taylor,	7	7
Bill taken for confessed,	12	10
Leave to file Supplemental Bill and to make new parties,	12	10
Common order of publication,	13	11
Supplemental Bill,	13	11
Answer of Hugh Smith,	16	12
Answer of James Carson,	16	13
Answer of Hoffman's heirs,	17	13
Returned to the rules,	18	14
Bill taken for confessed, &c.,	18	14
Decree Nisi,	18	14
Answer filed,	21	16
Decree Nisi set aside,	22	16
General replication to answer,	22	16
Commissions awar'd. to take depositions,	22	16
Answer of Charles McKnight,	22	17
Law. B. Taylor made complainant,	33	23
Final Decree,	33	23
Deed from Thos. Janney & Co. to Joseph Janney,	37	25
Deed of assignment from Joseph Janney to George Johnson,	43	29
Deed from Thos. Shreve & Co. to Hough and Morgan,	48	32
Depositions,	53	35
Assignment to John Lloyd,	58	37
Clerk's Certificate,	59	38

S. D. Langtree, Print.

Know all men by these presents, that we, Charles McKnight and William H. McKnight, are held and firmly bound unto Lawrence B. Taylor (trustee, &c.) in the full and just sum of two thousand dollars, to the payment whereof, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this eleventh day of November, 1841.

Now the condition of the above obligation is such, that whereas the said Lawrence B. Taylor, (trustee, &c.) late at an United States Circuit Court of the District of Columbia, for the county of Alexandria, by the judgment and decree of the said court on the eleventh day of November, 1841, recovered against the above bound Charles McKnight the sum of three thousand three hundred and seventy-one dollars and twelve cents, for the use of various creditors of McKnight & Stewart, named in said decree, with interest on various portions of the said sum as expressed in the said decree, together with the costs of suit; and the said Charles McKnight having appealed from the said judgment and decree to the Supreme Court of the United States, to reverse the judgment and decree in the aforesaid suit; now, if the said Charles McKnight, the appellant, shall prosecute his appeal to effect, and answer all damages and costs if he shall fail to make his plea good, then the above obligation to be void, or else to remain in full force, power and virtue.

CHARLES McKNIGHT, [L. S.]
W. H. McKNIGHT. [L. S.]

Sealed and delivered in presence of

ELISHA TALBOTT.

Approved, by order of the court. W. CRANCH.

DISTRICT OF COLUMBIA, *to wit:*

Pleas before the Honorable the Judges of the United States Circuit Court of the District of Columbia, for the County of Alexandria, the 11th day of November, 1841:

Title.

LAWRENCE B. TAYLOR, who sues, for the use of George Johnson and others, creditors of Charles McKnight and John Stewart, late co-partners under the firm of McKnight & Stewart, *Plaintiff,*

against

CHARLES MCKNIGHT (as well in his own right as one of the firm of McKnight & Stewart) and John Stewart, Peter E. Hoffman, John Hoffman, Otterbine Hoffman, George Hoffman, Maria Hoffman, Sophia Hoffman, Julia D. Hoffman, Sally Hoffman, Mary Elizabeth Hoffman, Henrietta Hoffman, and Emily Hoffman—the two last named being children and heirs at law of Jacob Hoffman, late of Alexandria, deceased. *Defendants.*

Be it remembered, that heretofore, to wit, at the rules held in the clerk's office of the said court, for the month of August, 1837, came the plaintiff, by Robert I. Taylor, Esq., his attorney, and filed there a certain bill against the said defendants, which bill is in the words and figures following:

Bill.

To the Honorable Judges of the Circuit Court of the District of Columbia, for the County of Alexandria, sitting in chancery:

Humbly complaining, sheweth unto your honors, your orator, Robert I. Taylor, who sues on behalf of George Johnson and others hereinafter mentioned, creditors of Charles McKnight and John Stewart, lately trading in co-partnership under the firm of McKnight & Stewart; that the said firm being indebted to sundry persons in large sums of money, the said Charles McKnight, to secure the payment thereof, did, by deed dated the 29th day of September, 1813, convey to your orator sundry tenements and lots of ground in the town and county of Alexandria, to hold to your orator and his heirs forever, to their only use, in trust; to permit the said Charles McKnight, his heirs and assigns, to occupy the same, and to receive the rents and profits without account, until a sale should become necessary under the terms of the said deed; and if the said Charles, his heirs, executors or administrators, should not, on or before the first day of April, 1818, have paid to the creditors, (whose names and the sums due to them were contained in a sche-

dule annexed to the said deed,) the sums due, and all interest thereon, then, that your orator, or his heirs, should, on notice of such default from any one of the said creditors or his representatives, proceed to sell for cash at public auction, after giving three weeks' notice of the time and place of sale in any newspaper published in Alexandria, the tenements and lots conveyed, or so much thereof as might be necessary; and, after defraying all reasonable expenses of sale, should discharge the said debts with all interest thereon. And if the money to arise from such sale should be insufficient to satisfy the full amount of such debts, with interest, then, that your orator, or his heirs, should distribute the same amongst the respective creditors pari-passu. In which deed was, moreover, contained a covenant from said Charles McKnight to your orator, to satisfy and pay the said debts, and interest thereon, to the said creditors, or their representatives, on or before the first day of April, 1818; which deed and schedule were duly recorded among the land records of your Honorable Court, and copies thereof are herewith exhibited, as parts of this bill, for the more particular information of your honors. That by a previous deed, dated the 30th of April, 1808, also duly recorded among the land records of your Honorable Court, and to which reference is made as a part of this bill, the said Charles McKnight had conveyed to Jacob Hoffman a part of the property so conveyed to your orator, described, in the deed to the said Jacob, as one-half or two parts of lot No. 49. To hold to the said Jacob and his heirs, in trust, to secure Thomas Janney against his responsibility as endorser on two notes of said McKnight and Stewart, one for four thousand, and one for four thousand five hundred dollars, discounted at the Bank of Alexandria and Bank of Potomac.

Your orator charges that the said Thomas Janney & Company assigned the said debts due to them, in the said schedule mentioned, to Joseph Janney, in trust, for the payment of their creditors, and that the said Joseph, under the provision of the deed of assignment to him, afterwards assigned the same to the said George Johnson, in trust for the same purposes. That the said Thomas and one John D. Brown, who composed the firm of Thomas Janney & Co., have both departed this life, wholly insolvent and intestate, and that no administration has been taken out on their estates, if any they left. That George Repold and Frederick Waesche, named in said schedule, have also departed this life, the said Frederick having been the survivor of them; and that administration on the estate of said Frederick has been committed to Margaret Waesche and George F. Thomae. That Thomas Shreeve has assigned the debt due to him, in said schedule mentioned, to George S. Hough and John Morgan, of whom the latter has departed this life.

Your orator charges that the said Charles McKnight and John Stewart have, in fact, paid no part of any of the debts mentioned

in said schedule. Nevertheless, the said Charles, to prevent a sale, under the said deed, to your orator, gives out that he has paid the said debts, and that there is now nothing due under the said deed. Your orator has, in consequence, been required by the said George Johnson, and by certain other creditors named in said schedule, to execute the trust of the said deed to him by a sale of the property thereby conveyed, and by applying the money thence to arise to the payment of said schedule debts. Your orator charges that the said debts of McKnight & Stewart to the Banks of Alexandria and Potomac, under the endorsement of said Thomas Janney, have been long since paid and satisfied; and that the said Jacob Hoffman has departed this life intestate, without having reconveyed the lot so conveyed to him for the indemnity of the said Thomas, leaving the following children his heirs at law, that is to say: Peter E. Hoffman, John Hoffman, Otterbine Hoffman, George Hoffman, Maria Hoffman, Sophia Hoffman, Julia Hoffman, Sally Hoffman, Mary Elizabeth Hoffman, Henrietta Hoffman, and Emily Hoffman. That from the declarations made by the said Charles McKnight, and the outstanding title to part of the property conveyed to him, now in the heirs of said Jacob Hoffman, your orator apprehends that he cannot make a sale under the deed from the said Charles McKnight to him, without prejudice to the interests of the parties concerned; he is advised that, under these circumstances, it is his duty to bring the matter before your honors for examination, that the title of the property conveyed to him may be cleared, and a sale, if necessary, be made free from embarrassment and doubt as to the title of the tenements and lots; and that the purchaser may have the aid of process from your Honorable Court to obtain possession, which the said Charles threatens to withhold if sale be otherwise made.

All which actings and doings of the said Charles McKnight are contrary to equity and conscience, and tend to the manifest wrong and oppression of your orator. In tender consideration whereof, and in as much as your orator has no remedy at common law in the premises, and can only obtain relief by the interposition of your Honorable Court, where such matters are properly cognizable, and to the end that the said Charles McKnight, and John Stewart, and the heirs of the said Jacob Hoffman, may be made defendants to this suit, and that the said schedule, creditors, and their representatives, may be made defendants hereto, that is to say, Joseph Janney, George Johnson, assignee of said Joseph, who was assignee of said Thomas Janney & Co., Robert Smith & Co., John Lea, Nicholas Obria, Nehemiah Carson, James Carson, and George Carson, late copartners under the firm of James and George Carson, Hugh Smith, Thomas Shreeve, George S. Hough, survivor of John Morgan, who, with the said George, was assignee of said Thomas Shreeve, and Margaret Waesche and George F. Thomae, administratrix and administrator of Frederick Waesche, who was surviv-

ing partner of George Repold; and that the defendants may, on oath, full, true and perfect answer make to the premises, as if the same charges were repeated and specially interrogated; more particularly, that the said Charles McKnight may say whether he did not execute and deliver to your orator the deed herein before mentioned? Has he paid any of the debts in the schedule hereto annexed, and which of them; how have such payments been made; and that he may be required to exhibit the evidences of such payments as may be claimed by him? Have the said notes endorsed by Thomas Janney, intended to be secured by the deed to Jacob Hoffman, been paid? And that the said Charles may be decreed to pay by some *some* short day, to be fixed by your honors, the said schedule debts with all interest thereon, or so much as yet remains unpaid; and failing to make such payment, then, that he may be forever foreclosed from all right and equity of redemption in and to the premises conveyed to your orator as aforesaid, and that the said premises may be decreed to be sold for the payment of the said debts, at such time, and on such terms, as your honors may deem most expedient. And that your honors may make such further order and decree in the premises, as may be most consistent with equity. May it please your honors to grant to your orator the United States most gracious writ of subpœna, to the said defendants directed, &c. &c.

(Signed,) ROBERT I. TAYLOR, *S. C.*

Deed of trust—McKnight to Taylor.

Deed referred to in the foregoing Bill.

This indenture, made this 29th day of September, in the year one thousand eight hundred and thirteen, between Charles McKnight, of the town of Alexandria, in the District of Columbia, of the one part, and Robert I. Taylor of the same town, of the other part: whereas the said Charles McKnight, and John Stewart, late joint merchants and copartners, trading under the firm of McKnight and Stewart, are indebted to the several firms or persons, whose names are mentioned in the schedule annexed, in the sums therein mentioned, subject to the payment of interest, at the rate of six per cent. per annum, from the periods therein stated, the payment of which the said Charles McKnight is desirous of securing, to be made on the first day of April, eighteen hundred and eighteen. Now this indenture witnesseth, that the said Charles McKnight, as well to afford the proposed security, as in consideration of one dollar to him in hand paid by the said Robert I. Taylor, whereof he does hereby acknolwledge the receipt, has granted, bargained, and sold, and does by these presents grant, bargain, and sell, to the said Robert I. Taylor, one tenement and lot of ground, with all improvements thereon, now in the occupation of Evan P. Taylor, on the

north side of King street, and to the west of Royal street, which was conveyed to the said Charles McKnight, by Charles Bryan; an undivided moiety of the several tenements and lots at the corner of King street and Royal street, on the north side of King street, and west side of Royal street, which descended to him from his deceased father, fronting on the said streets, and bounded on the west by the lot above mentioned, and on the north by the lots of Miss Ann Lake; three undivided fourth parts of sundry tenements, and a lot of ground on the east side of Royal street, between Cameron and King streets, beginning at the intersection of the south side of the public or market square, with Royal street, thence south on Royal street, fifty one feet one inch, thence east, parallel to King street, to the alley commonly called Grettee's, or the Market alley, thence north on that alley, to the south line of the said public or Market lot, thence west with that line, to the beginning; and one undivided moiety of two tenements, and lots of ground, on the east side of St. Asaph street, between Prince and Duke streets, one of which is now occupied by John McKnight, forty feet in front, and one hundred and twenty-three feet five inches in depth, the other occupied by Morgan, twenty-two feet in front, and one hundred feet in depth. To hold all and singular the premises conveyed, with the full and free use of all ways, alleys, privileges and appurtenances thereto in any manner belonging, to the said Robert I. Taylor, his heirs and assigns, to his *and assigns, to his* and their only use forever; in trust however for the following purposes, and none other, that is to say, to permit the said Charles McKnight, his heirs and assigns, to occupy the same, and to receive the rents and profits without account until a sale become necessary under the terms of this deed.

And if the said Charles McKnight, his heirs, executors, or administrators, shall not on the first day of April, (1818,) in the year one thousand eight hundred and eighteen, have paid to the several creditors, whose names are contained in the annexed schedule, their debts, with all interest thereon due, then that the said Robert I. Taylor, or his heirs, shall, on notice of such default from any one of said creditors or his representatives, proceed to sell for cash at public auction, after giving three weeks' notice of the time and place of sale by advertisement in any paper published in Alexandria, the said property conveyed, or so much as may be necessary, and after defraying all reasonable expenses of sale, shall discharge the debts aforesaid, with all interest thereon due. And if from any cause the money arising from such sale, should, after defraying all reasonable expenses, be insufficient to pay the full amount of said debts with interest, then the said Robert I. Taylor, or his heirs, shall distribute the same amongst the respective creditors, pari-passu. And if on the other hand, any surplus of money should remain, then, that he or his heirs shall pay over the same, and shall convey any portion of the premises which it shall not be necessary to sell

to the said Charles McKnight, his heirs or assigns. Provided always, and on this condition, that if the said Charles McKnight, or his heirs or assigns, shall, at any time before sale shall be made, pay to the said creditors the amount of principal and interest to them respectively due, and to the said Robert J. Taylor, all reasonable charges for expenses incurred under this deed, then this indenture shall cease and determine and become utterly void—and it is further provided, that if any difference arise between the said Charles McKnight and any of the said creditors respecting the amount of principal and interest claimed, (other than with the said Robert I. Taylor,) then that the said Robert I. Taylor, or his executors or administrators, shall settle and adjust the same. And the said Charles McKnight, for himself and his heirs, does hereby covenant and agree with the said Robert I. Taylor, his heirs and assigns, that he, the said Charles McKnight and his heirs, will well and truly satisfy and pay the said debts, in the annexed schedule enumerated, with interest thereon, to the respective creditors or their representatives, on or before the first day of April 1818—and that he and his heirs will at all times hereafter, at the request and at the costs of the said Robert I. Taylor or his heirs, execute and deliver any other and further conveyances which may be necessary, more completely to transfer the title to the premises conveyed to the said Robert J. Taylor, his heirs or assigns, according to the true intent and meaning hereof. And lastly, that he and his heirs, all and singular, the premises hereby conveyed and their appurtenances, will forever warrant and defend, to the said Robert I. Taylor, his heirs and assigns, against the claims and demands of all persons whatsoever, excepting the claims of Jacob Hoffman and those claiming under him, under a certain conveyance made by the said Charles McKnight, of some portions of the above property, for the purpose of securing certain debts due by the late firm of McKnight & Stewart, to the Banks of Alexandria and Potomac, which said conveyance is now on record in the office of the Circuit Court of the District of Columbia, at Alexandria. In testimony of which, the parties to this indenture have hereunto set their hands and seals, the day and year first before written.

CHARLES McKNIGHT, [L. S.]
R. I. TAYLOR. [L. S.]

Sealed and delivered in the presence of
HENRY MARSHALL,
WILLIAM FOX,
WILLIAM STEWART.

Schedule of creditors of McKnight & Stewart, whose debts are secured by the foregoing conveyance in trust.

Names of Creditors.	Amt. of debt.	Period for which int. is to be computed.
Joseph Janney,	$1,227 19	22d February, 1813.
Thomas Janney & Co.	1,022 70	19th February, 1812.
Robert Smith & Co.	409 98	1st October, 1811.
John Lea,	610 00	19th December, 1811.
Nicholas Obria,	183 21	19th December, 1811.
G. Repold & Waesche,	939 38	28th November, 1810.
Nehemiah Carson,	180 31	1st January, 1812.
Jas. & George Carson,	85 72	6th February, 1812.
Robert I. Taylor,	214 54	11th December, 1811.
Hugh Smith,	151 00	28th September, 1811.
Thomas Shreve,	270 00	

(Signed) CHARLES McKNIGHT.

At an United States Circuit Court of the District of Columbia, continued and held for the county of Alexandria, the twenty-seventh day of November, eighteen hundred and thirteen—this deed from Charles McKnight to Robert I. Taylor was acknowledged by the parties to be their act and deed, which, together with a schedule annexed, are ordered to be recorded.

Teste : G. DENEALE, *Clerk.*

Bill taken for confessed.

And at another day, to wit, at the Rules held in the clerk's office of the said court, for the month of April, 1838, came the plaintiff by his attorney, and his motion, his said bill is taken for confessed as to the resident defendants, and continued against the others.

Leave to file Supplemental Bill and to make new Parties.

And at another day, to wit, at a court continued and held for the District and county aforesaid, the 4th day of June, 1838, came the complainant, and on his motion, leave is given him to file his supplemental bill, in amendment of his former bill, and to make Wm. H. McKnight party thereto—which is done accordingly, and on the complainant's motion process is awarded him, returnable at the clerk's office on the first Monday in July next, against Joseph Janney, Charles McKnight, and Wm. H. McKnight, to appear and answer the said supplemental bill. And it appearing to the satisfaction of the

court, that John Stewart, one of the late firm of McKnight & Stewart, Joseph Janney, Robert Smith & Co., John Lea, Nicholas Obrie, Margaret Waesche, administratrix, and George F. Thomae, administrator of Frederick Waesche, who was surviving partner of George Repold and Frederick Waesche, formerly joint merchants and copartners under the firm of Repold & Waesche; Nehemiah Carson, George Carson, and Thomas Shreeve, are not inhabitants of the District of Columbia.

Com. Order of Publication.

On the complainant's motion, it is ordered that they do appear here, on or before the first day of the next term, and answer the complainant's bill, and give security for performing the decrees of the court; and that a copy of this order be forthwith published in the Alexandria Gazette, for two months successively, and another copy be posted at the front door of the Court-House of the said county. Which supplemental bill is follows:

Supplemental Bill.

To the Honorable Judges of the Circuit Court of the District of Columbia, sitting in Chancery at Alexandria:

Humbly complaining, shows to your honors, your orator, Robert I. Taylor, by this, his supplemental bill, in amendment of the bill by him heretofore filed before your honorable Court, against Chas. McKnight and others, that your orator has recently been informed, and believes, and therefore charges, that, in the month of December, 1835, or about that time, the debt due from the firm of McKnight & Stewart to Joseph Janney, in the schedule to the deed mentioned, was fully satisfied and paid by the said Charles McKnight, in certain promissory notes of the firm of Jonathan Butcher & Company; that the said notes were the exclusive property of the said Charles McKnight, or were obtained by him on his own credit; that the debts due from the firm of McKnight & Stewart *has* thus been fully paid and extinguished, and is entitled to no participation in the trust fund created by the deed from the said Charles McKnight to your orator. Your orator further charges, that the said Charles McKnight, to keep on foot the said debt for his own benefit, and to receive from the trust funds for his own use, payment thereof, or of the dividend to which it may be found entitled, has procured from the said Joseph Janney an assignment of the said debt to one William H. McKnight, whom, with the said Charles, your orator prays to be made a defendant hereto; that the said William has, in truth, no beneficial interest in the said debt, but holds it for the use of the said Charles, and, as your orator is informed and believes, intends to claim dividend or payment

out of the trust fund. All which actings and doings of the said Charles and William are contrary to equity and conscience, and tend to the manifest wrong of the creditors represented by your orator. In tender consideration whereof, and inasmuch as your orator has no remedy in the premises at common law, and can only find relief by the interposition of your honorable court, where matters of this kind are properly cognizable; and to the end that the said Charles and William may, on oath, true and perfect answer make to the premises, as fully as if each charge were repeated and specially interrogated, but more particularly that they may severally say whether the said debt to Joseph Janney, or any part thereof, has been paid, and whether the said Joseph Janney has, in any shape, received any thing from any person for or on account of the said debt; and if yea, from whom—to and what amount in money, notes, or otherwise, has been so received by the said Janney. If the said Joseph Janney has received any notes from the said Charles or William, payable by the said firm of Jonathan Butcher & Company, in what manner were the said notes obtained—were they paid for by the said Charles or William, or given to either of them for any debt due from the said Jonathan Butcher & Co.; and if so, to which of them was such debt due? Were they loaned by the said Jonathan Butcher & Co.; and if so, to whom were they loaned, and to whom did the said Jonathan Butcher & Co. look for payment of said notes? Does the said William hold or claim the said debt from McKnight & Stewart to Joseph Janney, under any assignment from the said Joseph; and if so, does he fairly and bona fide hold it for his own exclusive use, or is the said Charles McKnight entitled to any beneficial interest therein? In whose hands, at the time of filing this bill, is the deed or other evidence of such assignment? And that the said Joseph Janney may say, whether he has received satisfaction of his said debt; if so, from whom and in what manner? to whom did he assign it, if any assignment has been made, and at whose request was it so assigned? Has any correspondence in relation to the said debt passed between him and the said Charles and William, or either of them; and that he may be required to exhibit such correspondence, and that process may be awarded to your orator against the said Charles McKnight, William H. McKnight, and Joseph Janney, to appear and answer this, your orator's supplemental bill.

R. I. TAYLOR.

Thereupon came the defendants, Hugh Smith, James and George Carson, and the heirs of Jacob Hoffman, deceased, and filed their answers, which are in the words and figures following:

Answer of Hugh Smith.

The answer of Hugh Smith to the bill of complaint, filed against him and others before the Circuit Court of the District of Colum-

bia, at Alexandria, by Robert I. Taylor, as trustee for certain creditors of the late firm of McKnight & Stewart. This defendant says, that he has received no payment or satisfaction of the debts due from the late firm of McKnight & Stewart to him, mentioned and provided for in the deed from Charles McKnight, one of the defendants, to the complainant, a copy of which is exhibited with the complainant's bill, nor of any part or parcel thereof.

(Signed) HUGH SMITH.

ALEXANDRIA COUNTY, *ss.*

Sworn to before me, a Justice of the Peace for the county aforesaid, this 26th day of May, 1838.

JONA. SHILLABAR, *J. P.*

Ans. of James Carson.

The answer of James Carson, one of the late firm of James and George Carson, to the bill of complaint exhibited against the said James and George Carson and others, before the Circuit Court of the District of Columbia, at Alexandria, by Robert I. Taylor, trustee of certain creditors of the late firm of McKnight & Stewart. This respondent says, that he believes that the debt to James and George Carson, provided for by the deed from the defendant, Charles McKnight, to the complainant, was settled by the note of the said Charles to the Mechanics' Bank of Alexandria.

JAMES CARSON.

Answer of Hoffman's heirs.

The answer of Peter E. Hoffman, John Hoffman, Otterbine Hoffman, George Hoffman, Maria Hoffman, Sophia Hoffman, Julia Hoffman, Sally Hoffman, Mary Elizabeth Hoffman, Henrietta Hoffman and Emily Hoffman, children and heirs at law of Jacob Hoffman, deceased, to the bill of complaint exhibited against these respondents and others, by Robert I. Taylor, before the Circuit Court of the District of Columbia, at Alexandria. These respondents believe it to be true, that Charles McKnight, in the bill named, did, by a deed dated 30th of April, 1808, convey to Jacob Hoffman, the father of these respondents, a moiety or two parts of a lot of ground therein described, in trust, to secure one Thomas Janney against his responsibility, as endorser on two notes of McKnight and Stewart, one for four thousand, and one for $4500, discounted at the banks of Alexandria and Potomac. From inquiries made at the said banks, they find that nothing is now due to either of said banks by the said McKnight and Stewart, or by the said McKnight; that the said Jacob Hoffman died intestate, and that these respondents are his heirs at law.

They submit to the court to make such decree for the conveyance of the legal title to said lot which has descended to them, as may be just and equitable.

(Signed) P. E. HOFFMAN.

[Endorsement.]

To stand for the answer of all the heirs of Jacob Hoffman.

Returned to the rules.

And at another day, to wit, at a court continued and held for the district and county aforesaid, on the 1st day of November, 1838, came the plaintiff, by his attorney aforesaid, and on his motion this cause is returned to the rules, for further proceedings to be had therein.

Bill taken for confessed, &c.

And another day, to wit, at the rules held in the clerk's office of said court, in the month of September, 1839, (up to which time this cause had been regularly continued,) came the complainant, by his said attorney, and on his motion the bill is taken for confessed and set for decree as to defendants, on whom process has been served, and who have not answered and set for hearing on the bill, answers, &c., as to those defendants who have answered, and continued against the others.

Decree Nisi.

And at another day, to wit, at a court continued and held for the district and county aforesaid, the 11th day of November, 1839;—the complainants' bill having been regularly taken for confessed and set for decree as to the defendants, Charles McKnight and George Hough, and the complainants' supplemental bill having been regularly taken for confessed and set for decree as to said Charles McKnight and William H. McKnight: on complainant's motion this suit is now set for decree as to the defendants, Hugh Smith, James and George Carson, and the heirs of Jacob Hoffman, on their answers, which appear to the court to have been heretofore filed. And it appearing to the satisfaction of the court that the other defendants were not inhabitants of the District of Columbia, or to be found within the reach of the process of this court, and that the order of publication, made in this cause on the 4th day of June, 1838, has been duly executed, as to said absentees, the court, thereupon, proceeding to take the proofs offered by the complainant, does thereupon order the complainant's bill to be taken for confessed and set for decree as to them. And this cause now coming on to be heard on this 11th day of Nov. 1839, it is by the court thereupon ordered and decreed, that the defendant,

Charles McKnight, do, on or before the first Monday in May next, pay to George Johnson, assignee of Joseph Janney, who was assignee of Thomas Janney and Company, the sum of ten hundred and twenty-two dollars and seventy cents, with interest thereon from the 19th of February, 1812, 'till paid; to Robert Smith & Company, the sum of four hundred and nine dollars and ninety-eight cents, with interest thereon from the 1st day of Oct. 1811, 'till paid; to John Lea, the sum of six hundred and ten dollars, with interest thereon from the 19th day of December, 1811, 'till paid; to Nicholas Obria, the sum of one hundred and eighty-three dollars and twenty-one cents, with interest thereon from the 19th day of December, 1811, 'till paid; to Margaret Waesche & George F. Thomae, administratrix and administrator of Frederick Waesche, who was surviving partner of George Repold & Frederick Waesche, late co-partners in trade, under the firm of Repold and Waesche, the sum of nine hundred and eighty-nine dollars and thirty-eight cents, with interest from 28th November, 1810, 'till paid; to Nehemiah Carson, the sum of one hundred and eighty dollars and thirty-one cents, with interest from the 1st day of January, 1812, 'till paid; to Robert I. Taylor, the sum of two hundred and fourteen dollars and fifty-four cents, with interest from 11th December, 1811, 'till paid; to Hugh Smith, the sum of one hundred and fifty-one dollars, with interest from 28th day of September, 1811, 'till paid; and to George S. Hough, survivor of John Morgan and George S. Hough, assignees of Thomas Shreeve, the sum of two hundred and seventy dollars, with interest from 29 day of September, 1813, 'till paid; and that he pay to the complainant the costs of this suit, to be taxed by the clerk, and that on default in such payment, all the right, title, and interest of said Charles McKnight in and to the said tenements and lots of ground, by him conveyed to complainant by the deed of the 29th day of September, 1813, in the proceedings mentioned, or in and to so much thereof as may be necessary to satisfy the sums of money and interest aforesaid, and the costs of this suit, to be sold at public auction, to the highest bidder, by the marshal of the District of Columbia, or one of his deputies, on the following terms, that is to say: That one-fifth part of the purchase money to be paid in hand, and the residue in three equal instalments, of six, twelve, and eighteen months, with interest from the day of sale; the deferred payments to be secured by bonds of the purchasers, with one or more sureties, to be approved of by the court, and the title to the premises sold to be retained, until the deferred payments shall be made; and the premises to be liable to be re-sold for default of any such payments, if the sale be approved and affirmed by the court. And the marshal or his deputy, executing this decree, is required to give six weeks' notice of the time, place and terms of sale, by advertisement in the Alexandria Gazette, and before proceeding to sell, to execute his bond, payable to the complainant, as trustee, for the

use of the creditors aforesaid, and of the defendant, Charles McKnight, in the penalty of $7962 24, which security is to be approved by the court, or one of the judges thereof, with condition faithfully to execute this decree, and to pay over the money which may arise from said sale, as this court may order and direct, and report his proceedings to the term of this court next following such sale. This decree to be final, unless cause be shown to the contrary, on or before the first Monday in May next.

Publication of the substance of this decree, three times a week for one month, in the Alexandria Gazette, to be a sufficient service thereof on the absent defendants.

Ans. Filed.

And at another day, to wit, at a court continued and held for the district and county aforesaid, the 30th day of May, 1840, came the defendant, Charles McKnight, by Thomas Semmes, his solicitor, and offered his answer and five exhibits, accompanying the same, and moved the court to receive the said answer and exhibits, and moved the court to set aside the interlocutory decree, made in this cause at October term, 1830, as far as respects the said Charles McKnight.

Decree Ch., &c., set aside.

And it being the opinion of the said court, that the said answer contains sufficient matter of defence to entitle the said defendant to file the same, it is thereupon, on his motion, ordered that the said answer and exhibits be received and filed, and the interlocutory decree rendered at October term, 1839, be set aside, as to said defen't, which are done accordingly.

Gen'l Rep., &c.

And, thereupon, the complainant replies generally to said answer.

Com's. aw'd to take Depositions.

And, by consent of parties, this cause is now set for hearing at October term next, and general commissions to be, in the mean time, executed by any one justice, or notary public, within the District of Columbia, or abroad, are awarded to the parties, or either of them; and the parties, or either of them, are allowed, under such commissions, to take the depositions of any one or more of the defendants to this suit, in the same manner as if special commissions for that purpose were awarded; reserving, however, all

exceptions to the competency of such defendants to testify in this suit; and this cause is continued, which answer is as follows:

Answer of C. McKnight.

The separate answer of Charles McKnight, to the bill of complaint filed against him and others, by Robert I. Taylor, claiming to sue on behalf of George Johnson and others, in the said bill mentioned, and to the supplemental bill, in amendment of the said bill of complaint, filed by the said Taylor, against him and others, in the United States Circuit Court of the District of Columbia, sitting in chancery, at Alexandria.

This respondent, saving to himself all benefit of exception to the many errors and imperfections in the complainant's bill contained, for answer unto so much thereof as he is advised it is material for him to answer, answers and says:

That true it is he did execute the deed in the bill mentioned, at the time and in the terms there stated, and that a true sketch of the substance of both deeds is given in the said bill; that the said deeds were executed by this respondent on his own individual property, to secure certain creditors of the firm of McKnight & Stewart, (of which this respondent was a partner, and one John Stewart the other,) at the time when said firm had stopped payment, or was in failing circumstances.

This respondent, without here recapitulating the debts or creditors mentioned in the said deed to the complainant, and the schedule thereto annexed, in answer to so much of the said bill as charges that this respondent and the said John Stewart have in fact paid no part of the debts mentioned in said schedule, says: that in regard to the debts alledged to be due to Thomas Janney, and now claimed by George Johnson, his trustee, or in truth by one John Lloyd, who was a creditor of Thomas Janney and Company, secured in the deed from Thomas Janney & Co., to Joseph Janney, who assigned to George Johnson, in trust for the creditors of said Thos. Janney and Company, and who (that is to say, the said Lloyd,) is now urging the said Johnson to insist that the complainant, Robert I. Taylor, shall prosecute the present suit to sell this respondent's property, under the defunct deed of trust he gave to secure the creditors of McKnight & Stewart, that he the said John Lloyd may receive, as a creditor of Thomas Janney & Company, his portion of the debt alledged to be due by this respondent to the said Thomas Janney & Co.

In regard to the said debt so alleged to be due to the said Thomas Janney & Co., this respondent says: that the same, or a large part thereof, has been paid to the said Thomas Janney; that said payment was made in the manner following:

This respondent, in his own right, held the notes under seal of one Jonathan Mandeville, for the sum of $467 08, dated January

20th, 1809, the whole debt to bear interest six years after the date thereof; the payment of which note (the original being hereto annexed as a part of this answer, marked A,) was secured by a deed of trust on real property in the town of Alexandria, and on 2000 acres of land in Kentucky, given by said Mandeville to John Janney, *Thomas Janney*, and Joseph Riddle, as trustees for the benefit of his creditors. Under this deed of trust, the property, or part of the property so conveyed, was sold, and the proceeds passed into the hands of the trustees.

It was agreed on between this respondent and the said Thomas Janney, that the dividend of this respondent, due him under Mandeville's deed, should be retained by the said Thomas Janney, so far as it would go, in satisfaction of said debt. The said Thomas has frequently told this respondent that he did so retain the money, and did apply it to the payment of the said debt of Thomas Janney & Co., and that he expected to receive the whole amount secured to this respondent in the said deed of Jonathan Mandeville. At what time the said sale was made, or precisely what amount of money the said Thomas received, this respondent is at this late day unable to say; he will, however, add, that the note of said Mandeville fell due on the 20th day of January, 1815, and the whole sum of $467 08 was bearing interest from that date.

The deed of trust from this respondent to the said Robert I. Taylor, to secure among others the said debt due Thomas Janney, was dated 29th September, 1813; and by the provisions of that deed, the debt due Thomas Janney was not payable until the 1st day of April, 1818; and it was long after the execution of this respondent's deed, and long after the said Mandeville's debt was due, that the arrangement between this respondent and the said Thomas was made.

The debt due by this respondent and said John Stewart to said Thomas Janney & Co., was a debt by open account, of $1022 69, and should at least have credit for the sum of $467 08, with interest thereon from 20th January, 1815, to the time it was so received by said Thomas. But this respondent avers that the whole, or nearly the whole of said debt to said Thomas was paid or settled, because the said sum of $1022 69 is entitled to a further credit of over three hundred dollars, which had been overpaid by McKnight & Stewart to them by mistake or inadvertence, on the settlement of an account between them, for the proceeds of a joint importation of sugars. The sum was considerably above $300, but this respondent cannot say what precisely, nor can he find a memorandum in writing of it, which he knows did once exist. By some means it was not credited to said sum of $1022 69, as it should have been, by the said Thomas Janney & Co.

As to the debt of $280 mentioned in said schedule as due to Thomas Shreeve, and alleged in said bill to have been assigned to George S. Hough and John Morgan, this respondent avers that it has long since been paid by him. The bill of complaint was the

first notice this respondent had of such assignment, and it must have been assigned long after it was paid.

Waiving any comment on the moral rectitude of such a transfer by said Shreeve, this respondent will proceed to state in what manner it was paid. The debt originally was a note loaned by Thomas Shreeve to the firm of McKnight & Stewart, and discounted at the Bank of Alexandria for their benefit; the note was continued, according to bank usage, from time to time, and was regularly curtailed by payments made by this respondent, until January 30th, 1821, when the balance due of the debt being $39 50, was paid by this respondent in a check on the Bank of Alexandria. The said curtailments were usually made by checks, many of which are in the possession of this respondent, and ready to be produced if required. [The said note of said Shreeve is herewith also exhibited, having been in this respondent's possession ever since it was paid.]

The debt alleged to be due to James and George Carson, of $85 72, was fully paid by this respondent many years ago.

The debt alleged to be due Robert I. Taylor, of $206, was paid by the sale of a lot which this respondent made many years ago, and which lot was purchased by said Taylor, and for which your respondent is, and always has been, ready to execute a deed whenever thereto requested by said Taylor.

The debt due to Joseph Janney, of $1232 06, and the debt due to John Lea, of $610, have been assigned to one William H. McKnight, for full value, as will appear by the receipt of said Joseph Janney, marked B, and exhibited with this answer as part thereof.

The evidences of the assignment by said John Lea to said Wm. H. McKnight, are in three notes transferred to him by said Lea, and herewith exhibited, marked 1, 2, 3, as a part of this answer.

And here, in answer to said supplemental bill which charges that the debt due Joseph Janney from the firm of McKnight & Stewart was paid by this respondent, in certain notes of Jonathan Butcher & Company, which were the exclusive property of this respondent; and that in order to keep on foot the said debt for his own benefit, and to receive from the trust fund, for his own use, payment thereof, or of the dividend to which it might be entitled, this respondent procured from said Janney an assignment of said debt to one Will. H. McKnight; this respondent avers that the fact is so, as charged in said supplemental bill; and this respondent, to prevent any delay which might be caused by a further amendment to the complainant's bill, by his seeking to charge the same fact in relation to the assignment from John Lea to said William H. McKnight, will admit that the funds were furnished by this respondent to the said William, to enable him to buy up the claim of said John Lea. But this respondent has yet to learn, or be informed, that there was, or is, any fraud, covin, deceit, or legal,

equitable or moral wrong in such a proceeding—so far from it, this respondent is advised that such a course is perfectly consistent with the principles recognised and acted upon in Courts of Chancery; that there is no rule or principle of equity to prevent a debtor from purchasing his own debt, and coming on a fund set apart for its payment for the same dividend or payment to which his assignor would have been entitled: that after the deed of trust given in this case to secure the said debts, he was a stranger to the debts and the whole transaction, except so far as there might exist a surplus of the trust fund after paying the debts, and could purchase in the debts and take an assignment of them, with as full and binding a force on the trust fund as any other stranger or third person might do. This respondent, therefore, claims to be entitled to go upon the said trust fund, not only for the debts formerly due to Joseph Janney and to John Lea, but also for the debts formerly due to Thomas Janney, Thomas Shreeve, James and George Carson, and Robert I. Taylor, in case this honorable Court should decree that the said trust fund is liable for *any* of the debts in the said bill and schedule mentioned.

As to the debts alledged to be due Robert Smith, Nicholas Obria, Hugh Smith and Repold & Waische, and any balance supposed to be due Thomas Janney, while this respondent admits that he has never paid the same, he does *not* admit that the said debts *never were paid.* On the contrary, he avers there is every reason to believe that they either have been paid, or might have been paid, had due diligence been employed by said creditors many years ago to collect the said debts of his co-partner, the said John Stewart. That this laches of said creditors, taken in connexion with the great lapse of time since the execution of said deed, and other equitable circumstances to be mentioned, will forever bar the claims of the complainant, and will relieve at this late day the property of this respondent from any supposed lien in favor of said debts. This respondent alleges that the said John Stewart, soon after the failure of the said firm of McKnight & Stewart, and still continuing liable for its debts and for the debts formerly secured by this respondent in the deed in the bill mentioned, removed to Martinsburg, Virginia, where, for many years, he did a profitable business, and was fully able to pay the said debts, had the said creditors used due diligence to collect the same of him. Not admitting that the said debts were not paid by him, the said Stewart, this respondent says that the evidence of such payment, if made, is not now to be obtained, as the said Stewart has been dead many years, as likewise the said Thomas Janney and the said Repold & Waesche, and perhaps others of the said claimants. That the said John Stewart carried his business on in Martinsburg from about the year 1812, as this respondent is informed and believes, to the period of his death, which occurred in the year 1825 or 1826, as this respondent is informed and verily believes. That during this

time the said Stewart used to make purchases of goods in Baltimore, and frequently went to that city for this purpose; that during this period said Repold & Waesche were carrying on business in Baltimore, and must have been fully aware of the facts here charged in relation to said Stewart's business.

Such being the state of matters twenty-three years and eleven months after the execution of the said deed, and nineteen years and four months after the time limited in said deed for the payment of the said debts mentioned in it had expired, the present bill has been filed, to subject the real property to sale under said deed of trust for the payment of all said debts. (Deed dated 29th Sept'r, 1813; time limited for payment of debts 1st April, 1818; bill filed at August Rules, 1837; amended bill not filed till May, 1838.)

Your respondent is advised that this great lapse of time, taken in connexion with the other equitable circumstances of the case, the opportunity that existed to make the debts out of said Stewart, and the great laches of the claimants, is sufficient in a Court of Chancery to bar any recovery (even if the said debts be supposed to be still due) by said claimants, or any sale by a decree of this Court under the said deed.

This respondent, therefore, relies on the said great lapse of time, and the other equitable features of the case, as affording a complete bar (in the same manner as if the same were here specially pleaded) to any demand or recovery by said claimants or their representatives, or to any decree of sale under the said deed.

This respondent, denying all fraud, combination and conspiracy, and having fully answered, prays to be hence dismissed with his costs in this behalf wrongfully sustained.

TH. SEMMES,
Solicitor for respondent.

ALEXANDRIA COUNTY, *to wit:*

This day Charles McKnight, the above named respondent, personally appeared before the subscriber, a Justice of the Peace for the County aforesaid, and made oath in due form of law, that the matters and things contained in the foregoing answer, where stated to be of the knowledge of said respondent, are true, and where stated as of the knowledge or information of others, he believes them to be true. Given under my hand, this 25th day of May, 1840.

CHARLES SCOTT.

Exhibits referred to in the foregoing answer of Charles McKnight.

(A.)

$467 08. *Alexandria, 20th January*, 1809.

I promise to pay to Charles McKnight or order, without interest, four hundred sixty-seven dollars eight cents, for value received;

one half of said sum to be paid in five years from the above date; one fourth part in six months after that, and the remaining fourth part at the end of six years from the above date. The payment of the above sum at the above stated periods, being secured by a deed of trust executed to John Janney, Thomas Janney and Joseph Riddle, on certain pieces of real property, for the payment of my just debts to those creditors, who have signed a certain letter of license to me granted. As witness my hand and seal the day and year above written.

JONATHAN MANDEVILLE. [L. S.]

Witness,
JNO. STEWART.

(B.)

Received, Alexandria, December 7th, 1835, of Charles McKnight for William H. McKnight, three notes of Jonathan Butcher & Company, viz:

One note dated Dec.	7, 1835,	at	three	months,	for		$421	34
" " "	7, 1835,	"	six	"	for		421	33
" " "	7, 1835,	"	nine	"	for		421	33
Amounting in all, to							$1,264	00

For a claim I hold on the late firm of McKnight & Stewart, on which said Charles McKnight had given a deed of trust to secure said debt with others; the above sum to be in full for all claims against said McKnight, or interest in said trust.

JOSEPH JANNEY.

(1.)—247 86 dollars. *Alexandria*, 11*th July*, 1811.

Four months after date, we promise to pay Mr. John Lea or order, two hundred forty-seven dollars and eighty-six cents, value received, negotiable in the Bank of Alexandria.

McKNIGHT & STEWART.

(Endorsed, Jno. Lea, W. H. McKnight.)

(2.)—$122 42. *Philadelphia*, 11*th July*, 1811.

Three months after date, we promise to pay to the order of John Lea, without defalcation, one hundred twenty-two dollars forty-two cents, value received.

McKNIGHT & STEWART.

(Endorsed, Jno. Lea, W. H. McKnight.)

(3.)—249 08 dollars. *Alexandria, 11th July*, 1811.

Five months after date, we promise to pay Mr. Jno. Lea or order, two hundred forty-nine dollars and eight cents, value received, negotiable in the Bank of Alexandria.

McKNIGHT & STEWART.

(Endorsed, John Lea, W. H. McKnight.)

Law. B. Taylor made Complainant.

And at another day, to wit, at a court continued and held for the county and district aforesaid, the 31st day of October, 1840, the complainant, Robert I. Taylor, having departed this life since the last term of this court, and it appearing to the satisfaction of the court, that the said Robert I. Taylor hath, by his last will and testament, devised to his son, Lawrence B. Taylor, the legal estate which is in any case vested in him, by any deed of trust to be executed by him or re-conveyed as the parties concerned may direct; it is therefore, on the motion of the creditors, for whose use this suit was brought and is now depending, and of the said Lawrence B. Taylor, ordered, that he be made complainant in the place of the said Robert I. Taylor, deceased; and commissions are awarded to take depositions, and this cause is continued.

And at another day, to wit, at a court continued and held for the county and district aforesaid, the day of May, 1841, came the parties aforesaid by their attorneys, and this cause having been argued by counsel, the court take time to consider of their decree.

Final decree.

And now, here, at this day, to wit: at a court continued and held for the district and county aforesaid, the 11th day of November, 1841, came the parties aforesaid by their solicitors, and this cause having been regularly set for hearing, and decree upon the bills, answer, replication, exhibits, and depositions as to those defendants who have filed their answers; and the complainant's bill having been regularly taken for confessed, and set for decree as to those defendants on whom process has been served, and who have not appeared and filed their answers; and it appearing to the satisfaction of the court, that the other defendants are not inhabitants of the District of Columbia, or to be found within the reach of the process of this court, part of whom have no beneficial interest in the trust property, and the others being creditors of the trust fund; and that the order of publication made in this cause on the 4th day of June, 1838, has been duly executed as to said absentees; the court, thereupon proceeding to take the proofs offered by the complainant, does thereupon order the complainant's bill to be taken for confessed, and set

for decree as to them; and this cause now coming on to be heard, and having been argued by counsel, the court, on consideration thereof, doth, this 11th day of Nov. 1841, adjudge and decree, that the defendant, Charles McKnight, do, on or before the first Monday in January next, pay to John Lloyd, assignee of George Johnson, who was assignee of Joseph Janney, who was assignee of Thomas Janney & Company, the sum of $1,022 70, with interest thereon from 19th February, 1812, till paid; to Robert Smith & Company, the sum of $409 98, with interest thereon from the 1st day of Oct., 1811, till paid; to Nicholas Obria, the sum of $183 21, with interest thereon from 19 December, 1811, till paid; to Margaret Waesche and George F. Thomae, admx. and administrator of Frederick Waesche, who was surviving partner of George Repold and Frederick Waesche, late co-partners in trade under the firm of Repold and Waesche, the sum of $939 38, with interest from the 28th November, 1810, till paid; to Nehemiah Carson, the sum of $180 31, with interest from the 1st of January, 1812, till paid; to the executors of Robert I. Taylor, the sum of $214 54, with interest from 11th of December, 1811, till paid; to Hugh Smith, the sum of $151, with interest from the 28th September, 1811, till paid; and to George S. Hough, survivor of John Morgan and George S. Hough, assignees of Thomas Shreeve, the sum of $270, with interest from 29th day of September, 1813, till paid; and that he pay to the complainant the costs of this suit to be taxed by the clerk.

And that on default in such payment, all the right, title, and interest of said Charles McKnight in and to the tenements and lots of ground by him conveyed to the complainant by the deed of 29th September, 1813, in the proceedings mentioned, or in and to so much thereof as may be necessary to satisfy the sums of money and interest before mentioned, and the costs of this suit, be sold at public auction to the highest bidder by the marshal of the District of Columbia, or one of his deputies, on the following terms, that is to say: that one fifth part of the purchase money be paid in hand, and the residue in three equal instalments of six, twelve, and eighteen months, with interest from the day of sale, the deferred payments to be secured by the bonds of the purchasers, with one or more securities, to be approved by the court, and the title to the premises sold to be retained until the different payments shall be made, and the premises to be liable to be re-sold for default in any such payments, if the sale be approved and confirmed by the court. And the marshal, or his deputy executing this decree, is required to give six weeks' notice of the time, place, and terms of sale, by advertisement in the Alexandria Gazette, and before proceeding to sell, to execute his bond payable to the complainant as trustee for the use of the creditors aforesaid, and of the defendant, Charles McKnight, in the penalty of $8,000, with surety to be approved by the court, or one of the judges thereof, with condition faithfully to execute this decree, and to pay over the money which may

arise from the said sale, as the court may order and direct, and to report his proceedings to the term of this court next following such sale.

From which decree the defendant, Charles McKnight, prays an appeal to the Supreme Court of the United States, which is granted, on his giving bond and security to the complainant for the use of the creditors aforesaid, in the penalty of two thousand dollars, to be approved by the court, or one of the judges thereof; conditioned that he shall pay and satisfy all such damages and costs as may be awarded the complainant, in case he shall fail to prosecute his appeal with effect.

Complainants' costs, $———
Defendants' costs, $———

Exhibits.

Deed from Thomas Janney & Co. to Jos. Janney.

Deed from Thomas Janney and wife, and Jno. D. Brown, and wife, to Joseph Janney.

This Indenture, made this 30th day of April, 1823, between Thomas Janney, and Sarah, his wife, and John D. Brown and Mary G., his wife, of the town of Alexandria, in the District of Columbia, of the one part, and Joseph Janney, of said town and District, of the other part: Whereas the said Thomas Janney and John D. Brown, copartners in trade, under the firm of Thomas Janney & Company, are indebted to sundry banks in the District of Columbia on notes and other securities discounted and negotiated therein, and also to sundry other creditors named in the several schedules annexed hereto, marked Nos. 1, 2, & 3, and are desirous of providing for the payment of said debts, and for the indemnity of the endorsers on said notes, and other securities, which have been discounted for their accommodation: and whereas the said bank debts may be for some time continued by the substitution of new notes under the same endorsers, or such others as may be substituted for them, to which continuation of said debts, as well as to the indemnity of the endorsers thereon, this security and the provision hereby made, are to be considered as extending: Now this Indenture witnesses, that the said Thomas Janney, and Sarah, his wife, and the said John D. Brown, and Mary G., his wife, to effect the objects before expressed, and in consideration of the sum of one dollar, to the said Thomas Janney and John D. Brown in hand paid by the said Joseph Janney, the receipt whereof is hereby acknowledged, have granted, bargained and sold, assigned and set over, and by these presents do grant, bargain and sell, assign and set over, to the said Joseph Janney, all the lands, tenements, debts, property and effects mentioned and described in schedules hereto annexed,

marked No. 4. To hold the said lands, tenements, debts, property and effects, and all and singular the appurtenances, unto the said Joseph Janney, his heirs, executors, administrators and assigns, forever; in trust, however, for the following uses and purposes, and none other—that is to say, that the said Joseph Janney, his heirs, executors and administrators, shall by themselves, their agents, or attorneys, by him or them to be constituted, proceed to collect the said debts, and to receive the rents and profits of the said lands and tenements, with the exception of the profits of the Columbian Factory stock, and shall apply the same when received, after defraying all reasonable charges and expenses of collection, to the payment of the debts in the said annexed schedules mentioned, in the order in which the said schedules are numbered, that is to say, the whole amount of debts contained in schedule No. 1 to be paid before any payment be made towards the debts contained in No. 2, and in the same manner the whole of the debts contained in schedule No. 2 to be paid before any payment be made towards the debts in schedule No. 3. But in regard to each particular schedule, the debts therein mentioned are to be considered as on a footing of equality; and in case of a deficiency of funds the creditors therein named are to be paid pari passu: and if any debts secured by the endorsement should be paid by the endorsers, or their representatives, then such endorsers and their representatives are to stand in the place of the creditor so paid: and if from the rents and profits of the said lands and tenements, and from the collection of said debts, the said Joseph Janney shall not receive sufficient for the purposes before expressed, then that the said Joseph Janney or his heirs shall proceed to sell at public auction for cash, or on such credit as the majority in number and value of the unpaid creditors, or their representatives, may direct, the lands and tenements and stocks hereby conveyed—and after defraying all necessary and reasonable charges of sale and collection, shall apply the funds thence to arise to the payment of the creditors of said Thomas Janney & Co., in the order before described.

Provided, however, that the said Joseph Janney shall not be considered bound to await the closing of the collection of the debts assigned, before making sale of said lands and tenements and stocks, it being distinctly understood, that he is at liberty to make such sale for cash, or on credit as aforesaid, at any period he may think it proper for the promotion of the interests of the parties concerned, and for the purpose of collecting the said debts hereby assigned, and the rents and profits of the said lands and tenements; the said Thomas Janney, and Jno. D. Brown, do hereby authorise and empower the said Joseph Janney, his executors and administrators, from time to time, to appoint such number of agents and attornies, under him and them, as he or they may think proper, and such appointments at their will and pleasure to revoke, and to allow to

the said agents or attornies, out of the funds assigned, a fair and reasonable compensation for their trouble and expenses. And they do authorise and empower the said Joseph Janney, his executors, and administrators, and the agents and attornies by him or them to be appointed, to adjust, settle, arbitrate, and compound all debts contained in the assignment hereby made, and to grant such extension of payment to the debtors, and to use all such other reasonable means, as to him or them shall appear proper to secure the payment thereof. And whereas, some of the real estate hereby conveyed is already subject to prior incumbrances, the said Thomas Janney, and John D. Brown, do further authorise and empower the said Joseph Janney and his heirs, if to him or them it shall appear expedient to take in such prior incumbrances by paying the debts thereby secured, out of the monies to arise from the lands, tenements, debts, and effects now conveyed, and if necessary, in his or their opinion, for the securing more fully any of the debts hereby assigned, for which liens have been heretofore given on property, real or personal, they do moreover authorise the said Joseph Janney, his agents and attornies, at his or their discretion, to purchase at the sales which may be made thereof, the property on which liens have been given, and to hold and dispose of the same for the uses and purposes in this conveyance specified: and whereas, the Columbian Factory Company is now considerable indebted, and the rents and profits of the said factory are, under the principles of the association of the said company, applicable to the payment of the said debts; it is therefore further provided, that the said Joseph Janney and his heirs are not required to collect, receive or account, for the rents and profits, of the nine and a half shares of stock in the Factory Company hereby assigned, until the debts due from the said company shall have been first paid; and it is further provided, that the said Joseph Janney and his representatives shall not be held responsible for the negligence or misconduct of any of the agents, or attornies, by him or them to be constituted, under the powers hereby given; and further, that the said Joseph Janney and his representatives, if the trusts hereby created shall not have been fully closed at the expiration of two years from the date hereof, shall be at liberty at any time thereafter to renounce the further execution thereof, in which case it shall be the duty of the creditors for whose benefit these trusts are created, to appoint some other trustee to execute the same, and the said Joseph Janney shall convey all the property, debts and effects, remaining uncollected and unsold to such trustee, as the majority in number and amount of such creditors may direct, and shall pay over to him any monies arising therefrom, which shall remain in his, the said Joseph Janney's hands, to be disposed of by such trustee according to the provisions herein contained; and if, after the payment of the debts hereby provided for, any surplus of money, property, debts or effects, shall remain, then the same shall be paid

over, conveyed and accounted for to the said Thomas Janney and John D. Brown, their heirs and assigns. And the said Thomas Janney and John D. Brown, for themselves, their heirs, executors, and administrators, do hereby covenant with the said Joseph Janney, his heirs, executors, administrators and assigns, that they are now seised in their own right of a sure and absolute estate of inheritance in the premises hereby granted, with the exception of prior liens now on record, or specified in the annexed schedule of property, and that they will execute any further reasonable conveyances for the better transferring the premises before described, to the said Joseph Janney, his heirs, and assigns, according to the true intent and meaning hereof. And lastly, that the said Thomas Janney and John D. Brown, and their heirs, the said premises before mentioned, will warrant and forever defend to the said Joseph Janney, his heirs and assigns, against the claims and demands of all persons whatsoever, with the exception of liens as aforesaid; and the said Joseph Janney, for himself, his heirs, executors and administrators, doth hereby covenant with the said Thomas Janney and John D. Brown, and with the creditors in the annexed schedules named, severally, and their several heirs and assigns, that he the said Joseph Janney will faithfully execute the trusts hereby created, provided, that he shall not be held responsible for the misconduct or negligence of his agents or attornies, nor for failing to prosecute by suit for any debt that he may think desperate, or which he may deem it more expedient to endeavor to collect by other means.

In testimony whereof, the parties have hereto affixed their hands and seals, the day, month and year first written.

THOMAS JANNEY, [L. S.]
SARAH E. JANNEY, [L. S.]
JOHN D. BROWN, [L. S.]
MARY G. BROWN, [L. S.]
JOSEPH JANNEY. [L. S.]

Sealed and delivered in presence of
CHARLES MCKNIGHT,
AARON D. HARMON,
JOHN L. HIPKINS,
BAZEL B. HOPKINS, to J. J. & J. D. BROWN.

At an United States Circuit Court of the District of Columbia, continued and held for Alexandria county, the 27th day of November, 1823, this deed from Thomas Janney and Sarah, his wife, and John D. Brown and Mary, his wife, (with the schedules thereto annexed,) to Joseph Janney, was proved by the oaths of Charles McKnight and Aaron D. Harmon, and the affirmation of Bazel B. Hopkins, to be the act and deed of the said Thomas Janney and John D. Brown, and Joseph Janney acknowledged the same to be

his act and deed; which, together with a commission and return, for the privy examination of Sarah Janney, wife of said Thomas, and Mary G. Brown, wife of said John D., are ordered to be recorded, and certified to the county court of Fairfax, State of Virginia, for record.

Teste:

EDMUND I. LEE, *Clerk.*

(Schedules referred to in the preceding deed and order, with commission for privy examination of the wives of said Janney and Brown, omitted by agreement of counsel.

CASSIUS F. LEE, *C. C.*)

Deed of Assignment from Joseph Janney to George Johnson.

Deed of Assignment from Joseph Janney to George Johnson.

This Indenture, made this tenth day of August, in the year 1829, between Joseph Janney, of the town of Alexandria, in the District of Columbia, of the one part, and George Johnson, of the same town, of the other part: Whereas, Thomas Janney and Sarah, his wife, and John D. Brown and Mary G., his wife, by deed of 30th April, 1823, conveyed to the said Joseph Janney certain lands and tenements, houses and lots, situated in the State of Virginia, and in the town and county of Alexandria, and elsewhere; and also certain debts, property, and effects, in the schedules attached to the said deed more particularly described; to hold to the said Joseph Janney, his heirs, executors, and administrators, in trust, that the said Joseph should sell and dispose of the said lands, tenements, houses, lots, property, and effects; and should collect the said debts, and should, after defraying all reasonable charges and expenses, apply the money thence to arise to the payment of the debts due from the said Thomas Janney and John D. Brown, then late trading under the firm of Thomas Janney & Company, in the order and manner in the said deed prescribed. In which deed, amongst others, was contained the following proviso: "That if the trusts thereby created should not be fully closed at the expiration of two years from the date of said deed, the said Joseph Janney should be at liberty to renounce the further execution thereof; in which case, it should be the duty of the creditors, for whose benefit the trusts were created, to appoint some other trustee to execute the same; and that the said Joseph Janney should convey all the property, debts, and effects, remaining uncollected and unsold, to such trustee as the majority in number and amount of such creditors might direct, and should pay over to him any monies arising therefrom remaining in his, the said Joseph's hands, to be disposed of by such trustee, according to the provisions of said deed."

And the said trusts not having been closed within two years from the date of the said deed, the said Joseph determined to renounce the further execution from and after the first day of March last past; of which he gave due notice to the said creditors, requiring them to appoint a new trustee to receive a conveyance of the trust, property, and effects, remaining undisposed of: Whereupon, the creditors of the said Thomas Janney & Company, whose names are subscribed to the schedule hereto annexed, being the only creditors who acted on the said notice and request, appointed the said George Johnson their trustee, to succeed the said Joseph Janney, and to receive a conveyance of the property unsold, and of the debts uncollected, with the powers and authority conferred on the said Joseph, by the deed of the 30th April, 1823:

Now, this indenture witnesses, that the said Joseph Janney, under the privilege reserved to him as aforesaid, in pursuance of the directions of the creditors of the said Thomas Janney & Company, whose names are subscribed to the schedule annexed, and in consideration of the sum of five dollars to him paid by the said George Johnson, does hereby grant, bargain and sell, assign and set over, to the said George Johnson, all the lands, tenements, houses, lots, property, debts, and effects, so as aforesaid conveyed to him, the said Joseph Janney, by the said Thomas Janney and wife, and John D. Brown and wife, which have not been sold, conveyed, collected, or otherwise disposed of, by the said Joseph Janney, in execution of the trust aforesaid; to hold to the said George Johnson, his heirs, executors, and administrators, to his and their only use forever, in trust for the purposes expressed and declared in the said deed of the 30th of April, 1823; and to be disposed of, accounted for, and applied in the manner therein directed, with all the powers, limitations, and restrictions thereby vested in, or imposed on, the said Joseph Janney, according to the terms of the said deed, as recorded in the office of the Circuit Court of the District of Columbia, at Alexandria, and in the office of the county of Fairfax, in Virginia—to which reference is hereby had. And the said Joseph Janney, for himself, his heirs, executors, and administrators, does hereby covenant with the said George Johnson, his heirs and assigns, to execute and acknowledge in due form of law, at the expense of the said George Johnson, his heirs or assigns, all further conveyances or assignments, which may be necessary more fully to convey or assign to the said George Johnson, his heirs or assigns, all the lands, tenements, houses, lots, property, debts, and effects, so as aforesaid conveyed to the said Joseph Janney by the said Thomas Janney and wife, and the said John D. Brown and wife, and not heretofore sold, conveyed, collected, or otherwise disposed of, by the said Joseph in execution of the trusts aforesaid. And the said George Johnson, for himself, his heirs, executors, and administrators, does hereby covenant with the said Joseph Janney, faithfully to execute the trusts created by

the said deed of 30th April, 1823, in regard to the property and effects not heretofore disposed of by said Joseph Janney under the same, and which are hereby conveyed to the said George Johnson, so far forth as they shall come into the hands of the said George, or can be obtained by him by due and reasonable diligence.

In witness whereof, the parties to this Indenture have hereto set their hands and seals, the day and year first before written.

JOSEPH JANNEY, [SEAL.]
GEORGE JOHNSON. [SEAL.]

Sealed and delivered in presence of
R. I. TAYLOR, to J. J.
JONA. BUTCHER, to J. J. & G. J.
BAZIL B. HOPKINS, to J. J. & G. J.
CHARLES MCKNIGHT, to G. J.

We, the undersigned, creditors, and agents for the creditors of Thomas Janney & Co., having been informed by a notice from the present trustee, Joseph Janney, that he will renounce any further proceedings under the deed of trust after the first day of March, 1829; and in conformity with a provision of the said deed, do appoint George Johnson to succeed him as trustee, to receive the property unsold and debts unsettled, with the same powers and privileges which are conferred upon Joseph Janney, by Thomas Janney and John D. Brown's deed, dated 30th April, 1823.

We agree that, besides the reasonable expenses that are specified to be allowed the trustee by the said deed, George Johnson shall have ten per cent. for the amount he may collect.

Witness our hands, this 31st day of January, 1829, in triplicate.

JOSEPH JANNEY, &
PHINEAS JANNEY,
Ex'rs of John Janney, dec.

LEWIS HIPKINS,
Ex'r of Rich'd Libby's est.
JOHN LLOYD,
GEO. S. HOUGH,
JOHN A. STEWART,
SILAS REED, (late S. & D. Reed,)
DAVID REED, (late S. & D. Reed,)
THOMAS L. MARTIN,
JONAH THOMPSON,
Pres't of the Bank of Alexandria,
For W. & J. WALKER & Co.,
THOMAS DIXON,
THOMAS & HY. BUCKETT, by Henry Buckett,
BANK OF POTOMAC, by Phineas Janney, President,
SAMUEL SMITH,
Pres't B. U. S. Washington.

At an United States Circuit Court of the District of Columbia, continued and held for the county of Alexandria, the 12th day of November, 1829, this deed from Joseph Janney to George Johnson was proved by the oath of Robert I. Taylor, and the affirmation of Jonathan Butcher and Bazil B. Hopkins, to be the act and deed of the said Joseph Janney; and by the affirmations of Jona. Butcher and Bazil B. Hopkins, and the oath of Charles McKnight, to be the act and deed of the said George Johnson, and ordered to be recorded.

Teste: EDM. I. LEE, *C. C.*

Deed from Thomas Shreeve & Co. to Hough & Morgan.

Deed from Thomas Shreeve & Company to George S. Hough and John Morgan:

This Indenture, made this 6th day of April, in the year 1821, between Thomas Shreeve and William Wood, lately trading in copartnership at Alexandria under the firm of Thomas Shreeve & Company, of the one part, and George S. Hough and John Morgan, of the same town, of the other part:

Whereas, the said Thomas Shreeve and William Wood are desirous of making provision for the payment of the debts due by them individually, or from them as copartners under the firm aforesaid, or under any other firm under which they may have traded; now this indenture witnesses, that to effect the object above expressed, and in consideration of five dollars to them in hand paid by the said George S. Hough and John Morgan, the said Thomas Shreeve and William Wood have granted, bargained, and sold, and by these presents do grant, bargain, and sell, to the said George S. Hough and John Morgan, all the property, lands and tenements, goods and chattels, hereinafter described, whether the same belong to them in copartnership, or be several property of them individually, that is to say—a tenement and lot of ground in the town of Alexandria, on the west side of St. Asaph street and south side of Prince street, bounded as follows: Beginning on St. Asaph street, twenty-five feet six inches to the southward of Prince street; thence west, parallel to Prince street, seventy-one feet; thence north, parallel to St. Asaph street, twenty-five feet six inches, to Prince street; thence west, on Prince street, fifty-two feet; then south, parallel to St. Asaph street, twenty-five feet six inches, to Prince street; thence west, on Prince street, fifty-two feet; then south, parallel to St. Asaph street, one hundred and four feet; then east, parallel to Prince street, forty-two feet; then north, parallel to St. Asaph street, fifty-four feet; then east, parallel to Prince street, eighty-one feet, to St. Asaph street; then north on St. Asaph street, twenty-four feet six inches, to the beginning. Subject, however, to a deed of trust to Thomas Janney, to secure a debt from the said

Thomas Shreeve to Joseph Janney, dated 5th July, 1816, duly recorded in the clerk's office at Alexandria.

And one other tenement and lot, on the south side of King street, in the said town, bounded as follows: Beginning on King street, at the east line of a lot conveyed by William Ramsay to his daughter, Betty Stewart, being thirty feet ten inches and a quarter, to the east of Royal street; thence south, parallel to Royal street, one hundred feet, to a twenty feet alley; then east, on the alley, to the south-west corner of the back building sold to Samuel Murray; then north, with the west line of said back building, to the north-west corner thereof; then northwardly, to the dividing line between the store, formerly Samuel Murray's, and the lot now conveyed; thence with the said line to King street; then west on King street, to the beginning.

Six shares of the capital stock of the Columbian Factory Company, amounting to six thousand dollars.

All the merchandize of the said Thomas Shreeve & Company, and the debts due to said company and to the said Thomas Shreeve, as contained in the schedule hereto annexed, marked No. 1.

All the household and kitchen furniture of said Thomas Shreeve, contained in the schedule hereto annexed, marked No. 2.

Ten shares of *of* the capital stock of Bank of Potomac, subject to a debt of $750, due to said bank.

All the debts due to William Wood and to William Wood and Company, as per schedule annexed, marked No. 3; together with all the merchandize and stock in trade of said William Wood & Company, as contained in said schedule.

All the household and kitchen furniture of said William Wood, of which a schedule is annexed, marked No. 4.

To have and to hold the said lands and tenements, goods and chattels, debts and credits, before mentioned, to the said George S. Hough and John Morgan, and the survivor of them, and the executors and administrators of such survivor, to their only proper use forever; in trust, however, for the following purposes, and none other, that is to say—to collect the said debts, and to sell and dispose of the said tenements and lots, stock, merchandize, and furniture, with all convenient speed, and on such terms as to them shall seem most advisable; and from the money thence to arise, after defraying all reasonable charges and expenses of sale, to proceed to discharge in an equal ratio, or "pari passu," all debts due from said Thomas Shreeve and William Wood, or either of them, under whatever name or firm the same may have been contracted: Provided, that no creditor shall be entitled to any dividend or payment who shall not, within ninety days from the date hereof, execute and deliver a general release of all claims and demands against the said Thomas Shreeve and William Wood, copartners, and individually or severally; and if, after the payment of such creditors as shall have executed such release, any part of the property assigned,

or money or debts arising from the sale thereof, shall remain, then the same shall be accounted for to the said Thomas Shreeve and William Wood, according to their respective equitable interests therein.

And the said Thomas Shreve & William Wood do hereby, jointly and severally, constitute and appoint the said George S. Hough and Jno. Morgan, jointly and severally, their attornies, with full powers of substitution and revocation, to collect the said debts, transfer the said stock, and to sell and convey the lands and merchandize conveyed, and in general to do all acts necessary to carry into full effect the trusts herein before declared: and they, as for themselves and their heirs, hereby covenant with the said George S. Hough and Jno. Morgan, their heirs and assigns, to execute any further conveyances, which may by necessary more completely to transfer the property before described, and to warrant and defend the same to the said George S. Hough and Jno. Morgan, against the claims and demands of all persons whatever, except as to the incumbrances and charges before expressed. And the said George S. Hough and Jno. Morgan, for themselves, their heirs, executors and administrators, do on their part severally covenant faithfully to execute and carry into full effect the trusts hereby created—provided, that the said trustees are not to be held responsible for any loss other than such as may arise from wilful negligence, and that each is to be held responsible for his own acts only.

In witness whereof the parties to this indenture have hereto set their hands and seals the day and year first herein written.

THOMAS SHREEVE, [L. S.]
WILLIAM WOOD, [L. S.]
GEORGE S. HOUGH, [L. S.]
JOHN MORGAN. [L. S.]

Sealed and delivered in presence of
Wm. Wedderburne,
Jno. B. Gorman,
W. F. Thornton.

At an United States Circuit Court of the District of Columbia, continued and held for the County of Alexandria the 8th day of June, 1821, this deed from Thomas Shreeve and William Wood to George S. Hough and Jno. Morgan, was proved by the oaths of William Wedderburne, Jno. B. Groman and William F. Thornton, to be the act and deed of the parties, which, together with a schedule hereto annexed, is ordered to be recorded.

Teste: EDM. I. LEE, *C. C.*

(Schedules referred to in preceding deed, and order omitted by agreement of counsel.

CASSIUS F. LEE, *C. C.*

Depositions.

Deposition of William Long.

The deposition of William Long, taken on Monday, the 8th day of February, 1841, being the second Monday in the month, at the store of William Long, in the town of Martinsburg, in the county of Berkeley and in the State of Virginia, in pursuance of the annexed commission and notices before the subscribers, (who do hereby certify, that they are justices of the peace in and for the County of Berkeley and State of Virginia,) between the hours of ten o'clk. A. M. and five o'clk. P. M. of that day, to be used as evidence in a certain suit depending in the Circuit Court of the District of Columbia, of the County of Alexandria, wherein Lawrence B. Taylor, trustee, &c., is complainant, and Charles McKnight and others are defendants.

The said William Long being first duly sworn on the Holy Evangelists of Almighty God, deposes and says, in answer to interrogatories, as follows:

1st Question by complainant. Were you acquainted with Jno. Stewart, formerly of the firm of McKnight & Stewart, formerly of Alexandria, in the District of Columbia?—If so, how long did you know him, and what opportunity had you to know his circumstances?

Answer. I was intimately acquainted with said John Stewart and with his circumstances.—I knew him, before his removal from Alexandria in 1812, for many years.

Question 2d, by same. What were his circumstances from the period of his removal from Alexandria to Martinsburg in 1812?

Answer. From a perfect knowledge of his pecuniary situation at that time and until his death, I know that he was insolvent when he removed from Alexandria to Martinsburg; that his circumstances did not improve during his residence in Martinsburg, but that he continued and died insolvent.

Question 3d. Could an old debt of one or two hundred dollars have been made out of any property of his from 1812 to the period of his death.

Answer. I think not. He had no property he could call his own.

(Signed,) WM. LONG.

The deposition of Harrison Waite, taken at the same time and place, as evidence in the same suit of Lawrence B. Taylor, trustee, &c., against Charles McKnight.

Question by complainant. You have seen the above questions propounded to William Long, please answer the same questions.

Answer. I knew Jno. Stewart well at the time mentioned. I always considered him insolvent from the time of his removal to Martinsburg until his death, and such, I believe, was the general

impression in the community. What little property was in his possession was understood to have been furnished by his connexion, Wm. Long, and to belong to Will. Long, who was endeavoring to aid his family. I do not think any debt of one or two hundred dollars could have been made out of him after his removal to Martinsburg. Such were the impressions made upon my mind by all I knew or learned from others, in regard to Mr. Stewart.

(Signed) HARRISON WAITE.

The foregoing depositions were taken before us, at the time and place mentioned in the caption. Witness our hands and seals this 8th day of February, 1841.

BENJAMIN COMEGGS, [L. S.]
EDWARD WINNING. [L. S.]

VIRGINIA, BERKELEY COUNTY, *to wit:*

I, Harrison Waite, Clerk of the County Court of Berkeley county, in the State of Virginia, do hereby certify that Benjamin Comeggs and Edward Winning were, on the 8th day of February, 1841, and still are, Justices of the Peace in and for the county aforesaid, duly commissioned and qualified, to all whose official acts, as such, due faith and credit are due, as well in courts of justice as elsewhere.

[L. S.] In testimony whereof I have hereunto set my hand and affixed my official seal, this 27th day of March, 1841.

HARRISON WAITE, *C. B. C.*

DISTRICT OF COLUMBIA, *to wit:*

The United States of America to any two Justices of the Peace for the county of Berkeley, in the State of Virginia, gentlemen, greeting: [L. S.]

Know ye that we, trusting to your fidelity and provident circumspection in diligently examining William Long, Harrison Waite and others, in behalf of Lawrence B. Taylor, (trustee, &c.,) in a suit depending in the Circuit Court of the District of Columbia, for the county of Alexandria, between said Lawrence B. Taylor, (trustee &c.,) against Charles McKnight and others—we, therefore, desire you, that at such time and place as you shall appoint, you assemble yourselves together, and the witnesses aforesaid before you, or any two or more of you, that you call and cause to come, and diligently examine on the Holy Evangelists of Almighty God, touching the matters in controversy between the parties aforesaid; and when you have examined them, and taken their depositions as aforesaid, that you return the same to our Court, certified under your hands and seals, enclosed together with this writ.

Witness, William Cranch, Esq., Chief Judge of our said Court, this 25th day of January, in the year 1841.

(Signed) CASSIUS F. LEE, *C. C.*

To Joseph Janney, Charles McKnight and William H. McKnight:

You and each of you will take notice that I shall, on the 2d Monday in the month of February, 1841, at the store of William Long, in the town of Martinsburg, in the county of Berkeley, and State of Virginia, between the hours of ten o'clock in the forenoon and five o'clock in the afternoon of that day, take the depositions of William Long, Harrison Waite and others, to be used as evidence in the suit brought in the name of the late Robert I. Taylor, as trustee, against you, in the United States Circuit Court *Court* of the District of Columbia, for the county of Alexandria.

(Signed) LAW. B. TAYLOR, *Trustee under the last will and testament of the said Robert I. Taylor.*

Alexandria, January 20th, 1841.

DISTRICT OF COLUMBIA,
Alexandria County, ss.

Personally appeared before me, the subscriber, a Justice of the Peace in and for the county aforesaid, Richard H. Lee, and made oath, that on the 26th day of January, 1841, he delivered a notice to Wm. H. McKnight, and on the 7th day of the same month and year, to Charles McKnight, of which notice the above is a true copy.

Given under my hand and seal this 27th day of January, in the year 1841.

(Signed) GEO. BRENT. [L. S.]

To Joseph Janney, Charles McKnight, and William H. McKnight:

You and each of you take notice, that I shall, on the 2d Monday in the month of February, 1841, at the store of William Long, in the town of Martinsburg, in the county of Berkeley, and State of Virginia, between the hours of ten o'clock in the forenoon and five o'clock in the afternoon of that day, take the depositions of the said William Long, Harrison Waite and others, to be used as evidence in the suit brought in the name of the late Robert I. Taylor, as trustee, against you, in the United States Circuit Court of the District of Columbia, for the county of Alexandria.

(Signed) LAW. B. TAYLOR, *Trustee under the last will and testament of the said Robert I. Taylor.*

Alexandria, January 15th, 1841.

January 22d, 1841, I acknowledge service of the above notice.

(Signed) JOSEPH JANNEY.

Assignment to John Lloyd.

Whereas I, George Johnson, residuary trustee of the late Thomas Janney and Jno. D. Brown, have, this 14th day of November,